

Stuart FitzGibbon

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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MARYLAND
3 (NORTHERN DIVISION)

4 IN THE MATTER OF :
5 THE COMPLAINT OF :
6 ETERNITY SHIPPING, LTD., : Civil Action
7 and EUROCARRIERS, S.A. : No. L-01-CV-0250
8 FOR EXONERATION FROM OR :
9 LIMITATION OF LIABILITY : Pages 1-226

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13 Deposition of STUART JAMES FITZGIBBON
14 Baltimore, Maryland
15 Thursday, January 23, 2003

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19 Reported by: Kathleen P. Thompson, Notary Public

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1 point after that, arrangements were made and
2 commencement and discharge began at
3 Chesapeake Bulk Stevedores?

4 A. Yes.

5 Q. Okay. Do you know now, generally,
6 what the terms of the arrangement were with
7 Chesapeake Bulk Stevedores in terms of
8 manning and cost, and so forth?

9 A. Yes.

10 Q. What were they?

11 A. The, and I'll qualify this by saying
12 you have to get the details from Jeff
13 Robinson, but, in general, the cost of the
14 discharge ended up costing us around \$11.80 a
15 ton delivered. And the details of it, you'd
16 be better to ask Jeff Robinson exactly how
17 they arrived at that number.

18 Q. \$11.80 a ton delivered to the
19 sugar--

20 A. Raw sugar shed.

21 Q. Shed here?

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1 A. Right.

2 Q. And physically how was that arranged
3 at Chesapeake Bulk Stevedores, do you know?

4 A. Chesapeake Bulk Stevedores' system
5 is that they have two piers and they used
6 cranes to discharge directly into dump
7 trucks, they had an army of dump trucks
8 running the sugar from there over to here,
9 where we would weigh the cargo in on the
10 truck and that's how we would determine the
11 weight delivered. And the trucks would do a
12 circuit back and forth until the ship was
13 finished discharging.

14 Q. All right. Those arrangements were
15 put in place by Mr. Robinson?

16 A. Yes.

17 Q. But you were the one who decided
18 which vessels would be discharged there and
19 which vessels could be discharged here; is
20 that correct?

21 A. Yes.

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1 CERTIFICATE OF NOTARY PUBLIC

2 I, Kathleen P. Thompson, the officer
before whom the foregoing deposition was
3 taken, do hereby certify that the witness
whose testimony appears in the foregoing
4 deposition was duly sworn by me; that the
testimony of said witness was taken by me in
5 stenotype and thereafter reduced to
typewriting under my direction; that said
6 deposition is a true record of the testimony
given by said witness; that I am neither
7 counsel for, related to, nor employed by any
of the parties to the action in which this
8 deposition was taken; and, further, that I am
not a relative or employee of any attorney or
9 counsel employed by the parties hereto, nor
financially or otherwise interested in the
10 outcome of the action.

11 *Kathleen P. Thompson*
12

13 Kathleen P. Thompson
14 Notary Public in and for the
15 State of Maryland.
16

17
18 My commission expires:
19 May 1, 2006.
20
21

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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MARYLAND
3 (NORTHERN DIVISION)
4 IN THE MATTER OF THE :
5 COMPLAINT OF ETERNITY :
6 SHIPPING, LTD., AND : CIVIL ACTION
7 EUROCARRIERS, S.A. FOR : NO. L-01-CV-0250
8 EXONERATION FROM OR :
9 LIMITATION OF LIABILITY : Pages 385 - 590

14 Deposition of Stuart FitzGibbon
15 Volume III

16 Baltimore, Maryland

17 Tuesday, February 10, 2004

20 C PY

21 Reported by: Kathleen R. Turk, RPR-RMR

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1 Q Is he still located in Baltimore?

2 A Yes.

3 Q Is he still the Technical Director?

4 A Yes.

5 Q Do you know what his duties and
6 responsibilities are as Technical Director?

7 A He deals with the development of new
8 specifications for our finished products. He deals
9 with approval of new procedures for the quality
10 system. He investigates opportunities for the
11 improvement of the sugar refining process. He has a
12 group reporting to him which deals with technical
13 improvement of the refineries and also negotiating new
14 specifications with customers.

15 Q Okay. Other than negotiating the contract
16 with Chesapeake that you described to us last time --

17 A Yes.

18 Q -- did Mr. Robinson play any other role with
19 respect to this incident whatsoever?

20 A No, he -- he was involved with the setting
21 up of the contract with Chesapeake, but on a

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1 day-to-day basis, he wasn't involved with that.

2 Q Okay. Was there a written contract with
3 Chesapeake?

4 A I don't know.

5 Q Well, you were involved in gathering certain
6 of the extra expenses associated with the discharge of
7 Chesapeake, correct?

8 A Yes.

9 Q Were there any documents that you were
10 guided by in reviewing those expenses and approving
11 them or whatnot?

12 A There -- there was a summary of expenses
13 that was accumulated by Jeff Robinson, and I used
14 that.

15 Q Okay.

16 A In terms of -- you're talking about
17 Chesapeake fees, right?

18 Q Yes.

19 A Yes.

20 Q Were those documents produced in connection
21 with this litigation?

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CERTIFICATE OF NOTARY PUBLIC

I, Kathleen R. Turk, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me in stenotype and thereafter reduced to typewriting under my direction; that said deposition is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

Kathleen R. Turk

Kathleen R. Turk

Notary Public in and for the
State of Maryland.

My Commission Expires:
March 1, 2007.